

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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STANLEY KAROL,

Plaintiff,

-against-

CITY OF NEW YORK, KENNETH K.  
WONG, Badge No. 8, EDUARDO CAUTELA,  
Badge No. 2903, ROBERT P. CANONICA,  
Badge No. 195, and MICHAEL J. GILLEN,  
Badge No. 905,

Defendants.  
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**STIPULATION  
AND ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

18 CV 6467 (JGK) (DCF)

**WHEREAS**, Plaintiff Stanley Karol (“Plaintiff”) commenced the above-captioned action (the “Action”) by filing a complaint on July 18, 2018 (the “Complaint”) against the City of New York, Kenneth K. Wong, Eduardo Cautela, Robert P. Canonica, and Michael J. Gillen (the “Original Defendants”); and

**WHEREAS**, Plaintiff filed an amended complaint (the “First Amended Complaint”) on August 14, 2018; and

**WHEREAS**, the Original Defendants filed a motion to dismiss the First Amended Complaint on September 4, 2018; and

**WHEREAS**, by Memorandum Opinion and Order dated July 3, 2019, the Court granted in part, and denied in part, the Original Defendants’ motion to dismiss the First Amended Complaint, and dismissed Plaintiff’s substantive due process claim as against the City of New York and Plaintiff’s retaliation claim under the First and Fourteenth Amendments as against individually named Original Defendants Kenneth K. Wong, Robert P. Canonica, and Michael J. Gillen; and

**WHEREAS**, in the July 3, 2019 Memorandum Opinion and Order, the Court dismissed all claims asserted against the City of New York and individually named Original Defendants Kenneth K. Wong, Robert P. Canonica, and Michael J. Gillen; and

**WHEREAS**, Defendant Eduardo Cautela is the only remaining defendant in the Action, and the only remaining claim in the Action is a retaliation claim under the First and Fourteenth Amendments against Defendant Eduardo Cautela; and

**WHEREAS**, Defendant Eduardo Cautela denies any and all liability arising out of Plaintiff's allegations and remaining claim in the Action; and

**WHEREAS**, the parties in the Action now desire to resolve the remaining claim asserted against Defendant Eduardo Cautela and the issue of attorneys' fees, expenses, and costs without further proceedings and without admitting any fault of liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for the respective parties, as follows:

1. The Action shall be dismissed with prejudice, and without costs, expenses or fees in excess of the amounts specified in paragraph 2 of this Stipulation and Order.

2. The City of New York hereby agrees to pay Plaintiff the total sum of five thousand (\$5,000.00) U.S. Dollars (the "Settlement Amount") in full satisfaction of any and all claims and rights to damages arising from the acts and omissions that were alleged or asserted in the Action, including any and all claims for attorneys' fees, expenses, and costs.

3. Payment of the Settlement Amount shall be made by mailing a check—made payable in Plaintiff's name and in the amount specified in paragraph 2 of this Stipulation and Order—to Plaintiffs' counsel, Emery Celli Brinckerhoff & Abady LLP, at 600 Fifth Avenue, 10th Floor, Attn: Debra L. Greenberger, Esq., New York, New York 10020.

4. The City of New York shall make payment of the Settlement Amount set forth in paragraph 2 of this Stipulation and Order within 90 days of receipt of the following: (a) a copy of this agreement executed by Plaintiff's counsel and "so ordered" by this Court; (b) a general release executed by Plaintiff in the form annexed hereto as Exhibit A; (c) an "Affidavit of No Liens" executed by Plaintiff in the form annexed hereto as Exhibit B; and (d) a "W-9" executed by Plaintiff in the form annexed hereto as Exhibit C.

5. In consideration for the payment of the Settlement Amount and upon such payment, Plaintiff shall be deemed to have forever released and discharged the City of New York, as well as its departments and subdivisions, and, in his individual and official capacity, Defendant Eduardo Cautela, as well as his successors or assigns, and all past and present officials, employees, representatives, and agents of the City of New York, from any and all actions, causes of action, suits, debts, sums of money, damages, claims and demands, in law and equity, arising from the acts and omissions that were, or could have been, alleged or asserted in the Action, including any and all claims for attorneys' fees, expenses, and costs. Notwithstanding the foregoing, Plaintiff does not release any claims he has asserted in the case of *Stanley Karol v. N.Y.C. Office of Admin. Trials & Hearings, et al.*, Index No. 159706/2019 (Sup. Ct. N.Y. Cnty.). Furthermore, counsel for Plaintiff hereby agrees and represents that no other claims for attorneys' fees, expenses, or costs arising out of the Action shall be made by or on behalf of Plaintiff against the City of New York, or its departments and subdivisions, or, in his individual and official capacity, Defendant Eduardo Cautela, or his successors or assigns, or all past and present officials, employees, representatives, and agents of the City of New York, in any application for attorneys' fees, expenses, or costs at any time.

6. Defendant Eduardo Cautela hereby releases and discharges Plaintiff from any and all actions, causes of action, suits, debts, sums of money, damages, claims and demands,

in law and equity, arising from the acts and omissions that were alleged in the Action, or based on Plaintiff's commencement of the Action.

7. This Stipulation and Order is not to be construed as an admission by the City of New York, as well as its departments and subdivisions, and, in his individual and official capacity, Defendant Eduardo Cautela, as well as his successors or assigns, and all past and present officials, employees, representatives, and agents of the City of New York, that they (a) have in any manner or way violated Plaintiff's rights, the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, and the City of New York, or any other applicable law, rule or regulation, or (b) are in any way liable for any and all actions, causes of action, suits, debts, sums of money, damages, claims and demands, in law and equity, that were, or could have been, alleged or asserted in the Action.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

9. This Stipulation and Order, and the settlement it represents, shall not be admissible in, nor is it related to, any other proceeding, litigation or settlement negotiations, except to enforce the terms of this Stipulation and Order.

10. This Stipulation and Order contains all the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the Action or of attorneys' fees, expenses, or costs shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. The parties have reviewed and revised this Stipulation and Order, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation and Order.

12. This Stipulation and Order may be executed in counterparts, and scanned and/or facsimile signatures by the undersigned shall constitute original signatures for filing purposes with the Court.

Dated: New York, New York  
June 10, 2020

**EMERY CELLI BRINCKERHOFF  
& ABADY LLP**  
*Attorneys for Plaintiff*  
600 Fifth Avenue, 10th Floor  
New York, New York 10020

**JAMES E. JOHNSON**  
Corporation Counsel of the  
City of New York  
*Attorney for Defendant Eduardo Cautela  
and non-party City of New York*  
100 Church Street, 4<sup>th</sup> Floor  
New York, New York 10007

By: /s/ Debra L. Greenberger  
Andrew G. Celli, Jr.  
Debra L. Greenberger  
Andrew K. Jondahl

By: /s/ Karen B. Selvin  
Karen B. Selvin  
Carlos Fernando Ugalde Alvarez  
*Assistant Corporation Counsels*

**SO ORDERED:**

Dated: New York, New York  
\_\_\_\_\_, 2020

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HON. JOHN G. KOELTL  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**GENERAL RELEASE**

**KNOW THAT I**, Stanley Karol (“Releasor”), date of birth \_\_\_\_\_, Social Security No. \_\_\_\_\_, Plaintiff in the action entitled Karol v. City of N.Y., et al., 18 CV 6467 (JGK) (DCF) (S.D.N.Y.), in consideration of the payment of five thousand (\$5,000.00) U.S. Dollars by the City of New York pursuant to the terms and conditions set forth in the “Stipulation and Order of Settlement and Discontinuance” dated June \_\_\_, 2020, do hereby remise, remit, release and forever discharge the City of New York, as well as its departments and subdivisions, and, in his individual and official capacity, Eduardo Cautela, as well as his successors or assigns, and all past and present officials, employees, representatives, and agents of the City of New York, of and from any and all actions, causes of action, suits, debts, sums of money, damages, claims and demands, in law and equity, which against the Releasees, the Releasor ever had, now has or which his heirs, executors, or administrators hereafter can, shall or may have arising from the acts and omissions that were, or could have been, alleged or asserted in the aforementioned action, including any and all claims for attorneys’ fees, expenses, and costs. Notwithstanding the foregoing, Plaintiff does not release any claims he has asserted in the case of *Stanley Karol v. N.Y.C. Office of Admin. Trials & Hearings, et al.*, Index No. 159706/2019 (Sup. Ct. N.Y. Cnty.). **THIS RELEASE MAY NOT BE CHANGED ORALLY. THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

**IN WITNESS WHEREOF**, I have executed this Release this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
STANLEY KAROL

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS.:

On \_\_\_\_\_, 2020 before me personally came Stanley Karol, to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that she/he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT B**



NOTARY PUBLIC

**EXHIBIT C**

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

**Part I: Vendor Information**

1. Legal Business Name: (As it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C -or- Social Security Administration Records, Social Security Card)

2. If you use DBA, please list below:

3. Entity Type (Check one only):

☐

Church or Church-Controlled Organization

☐

Personal Service Corporation

☐

Non-Profit Corporation

☐

Corporation/ LLC

☐

Government

☐

Coty of New York Employee

☐

Individual/ Sole Proprietor

☐

Trust

☐

Joint Venture

☐

Partnership/LLC

☐

Single Member LLC (Individual)

☐

Resident/Non-Resident Alien

☐

Non-United States Business Entity

☐

Estate

**Part II: Taxpayer Identification Number & Taxpayer Identification Type**

1. Enter your TIN here: (DO NOT USE DASHES)

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2. Taxpayer Identification Type (check appropriate box):

☐

Employer ID Number (EIN)

☐

Social Security Number (SSN)

☐

Individual Taxpayer ID Number (ITIN)

☐

N/A (Non-United States Business Entity)

**Part III: Vendor Addresses**

1. 1099 Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

2. Account Administrator Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

3. Billing, Ordering & Payment Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

**Part IV: Exemption from Backup Withholding and FATCA Reporting (See Instructions)**

Exemption Code for Backup Withholding \_\_\_\_\_

Exemption Code for FATCA Reporting \_\_\_\_\_

**Part V: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Taxpayer Identification Number, and
2. I am not subject to Backup Withholding because: (a) I am exempt from Backup Withholding, or (b) I have not been notified by the IRS that I am subject to Backup Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Withholding, and
3. I am a US citizen or other US person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Sign**

**Here:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Preparer's Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact's E-Mail Address:

**FOR SUBMITTING AGENCY USE ONLY**

Submitting Agency Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's E-Mail Address: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Pavee/Vendor Code: \_\_\_\_\_

**DO NOT FORWARD W-9 TO COMPTROLLER'S OFFICE. AGENCIES MUST ATTACH COMPLETED W-9 FORMS TO THEIR FMS DOCUMENTS.**